

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ALABAMA

Fill in this information to identify your case

Debtor 1 Anthony Jacoway
Name: First Middle Last

Debtor 2 Lisa Jacoway
(Spouse, if filing) Name: First Middle Last

Case number: 19-80658
(If known)

Check if this is an amended plan ☐

Amends plan dated: _____

Chapter 13 Plan

Part 1: Notices

To Debtor(s): This form sets out options that may be appropriate in some cases, but the presence of an option on the form does not indicate that the option is appropriate in your circumstances. Plans that do not comply with local rules, administrative orders, and judicial rulings may not be confirmable.

In the following notice to creditors, you must check each box that applies. Your failure to check a box that applies renders that provision ineffective.

To Creditors: Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated.

You should read this plan carefully and discuss it with your attorney, if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

If you oppose the plan's treatment of your claim or any provision of this plan, you or your attorney must file an objection to confirmation at least 7 days before the confirmation hearing, unless otherwise ordered. The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is made. See Bankruptcy Rule 3015. In addition, a proper proof of claim must be filed in order to be paid under this plan.

The following matters may be of particular importance to you. Debtor(s) must check each box that applies. Debtor(s)' failure to check a box that applies renders that provision ineffective.

☐ The plan seeks to limit the amount of a secured claim, as set out in Part 3, § 3.2, which may result in a partial payment or no payment at all to the secured creditor.

☐ The plan requests the avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest as set out in Part 3, § 3.4.

☐ The plan sets out nonstandard provision(s) in Part 9.

Part 2: Plan Payments and Length of Plan

2.1 Debtor(s) will make regular payments to the trustee as follows:

\$250 per **Month** for **60** months

Debtor(s) shall commence payments within thirty (30) days of the petition date.

2.2 Regular payments to the trustee will be made from future income in the following manner (check all that apply):

- ☒ Debtor(s) will make payments pursuant to a payroll deduction. Debtor(s) request a payroll deduction be issued to:
United Methodist Day Care
- ☐ Debtor(s) will make payments directly to the trustee.
- ☐ Other (specify method of payment)

2.3 Income tax refunds and returns. Check one.

- ☒ Debtor(s) will retain any income tax refunds received during the plan term.
- ☐ Debtor(s) will supply the trustee with a copy of each income tax return filed during the plan term within 14 days of filing the return and will turn over to the trustee income tax refunds received during the plan term, if any.
- ☐ Debtor(s) will treat income tax refunds as follows:
-
- ☐ Debtor(s) believe they are not required to file income tax returns and do not expect to receive tax refunds during the plan term.

2.4 Additional Payment *Check all that apply.*

- ☒ **None.** *If "None" is checked, the rest of § 2.4 need not be completed or reproduced.*

2.5 Adequate Protection Payments

Any adequate protection payments shall be made as part of this plan; see Part 3 or Part 9 for details. The secured creditor must file a proof of claim in order to receive payment. Unless otherwise ordered, adequate protection payments through the trustee shall be made as funds are available after the proof of claim is properly filed.

Part 3 Treatment of Secured Claims**3.1 Maintenance of payments and cure of defaults, if any, on long-term secured debts.** *Check one.*

- ☐ **None.** *If "None" is checked, the rest of § 3.1 need not be completed or reproduced.*
- ☒ Debtor(s) or trustee will maintain the current contractual installment payments on the secured claims listed below. These payments will be disbursed either by the trustee or paid directly by Debtor(s), as specified below. Any existing arrearage on a listed claim will be paid in full through disbursements by the trustee. Unless otherwise ordered, the amounts listed on a proof of claim, amended proof of claim, or notice of payment change control over any contrary amounts listed below as to the estimated amount of the creditor's total claim, current installment payment, and arrearage.

Name of Creditor	Collateral	Estimated Amount of Creditor's Total Claim	Current Installment Payment (including escrow)	Amount of Arrearage (if any)	Months Included in Arrearage	Monthly Fixed Payment on Arrearage	Monthly Fixed Payment on Arrearage to Begin
First Jackson Bank	405 E 3rd Street Stevenson, AL 35772	\$34,500.00	\$400.00 Disbursed by: Debtor To Begin: 1	\$0.00			

3.2 Request for valuation of security, claim modification, and hearing on valuation. *Check one.*

- ☒ **None.** *If "None" is checked, the rest of § 3.2 need not be completed or reproduced.*

3.3 Secured claims excluded from 11 U.S.C. § 506 and fully secured claims. *Check one.*

- ☐ **None.** *If "None" is checked, the rest of § 3.3 need not be completed or reproduced.*
- ☒ The claims listed below:

1. were incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for the personal use of Debtor(s), or
2. were incurred within 1 year of the petition date and secured by a purchase money security interest in any other thing of value, or
3. are fully secured.

These claims will be paid in full under the plan with interest at the rate stated below. These payments will be disbursed by the trustee as specified below. Unless otherwise ordered, the status and amount stated on a proof of claim or amended proof of claim controls over any contrary amount listed below as to the estimated amount of the creditor's total claim, but the interest rate is controlled by the plan.

The holder of any claim listed below will retain the lien until the earlier of:

- (a) payment of the underlying debt determined under nonbankruptcy law, or

(b) discharge under 11 U.S.C. § 1328(a), at which time the lien will terminate and be released by the creditor.

Name of Creditor	Monthly Adequate Protection Payment	Estimated Amount of Creditor's Total Claim	Collateral	Value of Collateral	Interest Rate	Monthly Fixed Payment to Creditor	Monthly Fixed Payment to Begin
State of Alabama Department of Revenue	\$17.00	\$1,705.78	Tax Lien	\$1,705.78	4.00%	\$222.00	

3.4 Section 522(f) judicial lien and nonpossessory, nonpurchase-money ("Non-PPM") security interest avoidance. Check all that apply.☒ **None.** If "None" is checked, the rest of § 3.4 need not be completed or reproduced.**3.5 Surrender of collateral. Check one.**☒ **None.** If "None" is checked, the rest of § 3.5 need not be completed or reproduced.**Part 4 Treatment of Fees and Priority Claims****4.1 General**

Trustee's fees will be paid in full. Except as set forth in § 4.5, allowed priority claims also will be paid in full, without interest.

4.2 Chapter 13 case filing fee. Check one.

- ☒ Debtor(s) intend to pay the Chapter 13 case filing fee through the plan.
☐ Debtor(s) intend to pay the Chapter 13 case filing fee directly to the Clerk of Court.

4.3 Attorney's fees.

The total fee requested by Debtor(s)' attorney is **\$3,500.00**. The amount of the attorney fee paid prepetition is **\$119.00**.
 The balance of the fee owed to Debtor(s)' attorney is **\$3,381.00**, payable as follows (*check one*):

- ☐ \$ at confirmation and \$ per month thereafter until paid in full, or
☒ in accordance with any applicable administrative order regarding fees entered in the division where the case is pending.

4.4 Priority claims other than attorney's fees and domestic support obligations. Check one.

- ☐ **None.** If "None" is checked, the rest of § 4.4 need not be completed or reproduced.
☒ The other priority claims are listed below. Unless otherwise ordered, the amount of the creditor's priority claim listed on the proof of claim or amended proof of claim controls over any contrary amount listed below.

Name of Creditor	Estimated Amount of Claim to be Paid	Monthly Fixed Payment, if any, to Creditor	Monthly Fixed Payment, if any, to Begin
Alabama Department of Revenue	\$653.00		
Name of Creditor	Estimated Amount of Claim to be Paid	Monthly Fixed Payment, if any, to Creditor	Monthly Fixed Payment, if any, to Begin
Internal Revenue Service	\$4,110.00		

4.5 Domestic support obligations. Check one.☒ **None.** If "None" is checked, the rest of § 4.5 need not be completed or reproduced.**Part 5 Treatment of Nonpriority Unsecured Claims****5.1 Nonpriority unsecured claims not separately classified.**

Allowed nonpriority unsecured claims that are not separately classified will be paid pro rata.

5.2 Percentage, Base, or Pot Plan. Check one.

- ☐ 100% Repayment Plan. This plan proposes to pay 100% of each allowed nonpriority unsecured claim.
- ☐ Percentage Plan. This plan proposes to pay ____% of each allowed nonpriority unsecured claim.
- ☐ Pot Plan. This plan proposes to pay \$____, distributed pro rata to holders of allowed nonpriority unsecured claims.
- ☒ Base Plan. This plan proposes to pay \$ **15,000.00** to the trustee (plus any tax refunds, lawsuit proceeds, or additional payments pursuant to §§ 2.3 and 2.4). Holders of allowed nonpriority unsecured claims will receive the funds remaining, if any, after disbursements have been made to all other creditors provided for in this plan

5.3 Interest on allowed nonpriority unsecured claims not separately classified. Check one.

- ☒ None. If "None" is checked, the rest of § 5.3 need not be completed or reproduced.

5.4 Maintenance of payments and cure of any default on long-term nonpriority unsecured claims. Check one.

- ☒ None. If "None" is checked, the rest of § 5.4 need not be completed or reproduced.

5.5 Other separately classified nonpriority unsecured claims. Check one.

- ☒ None. If "None" is checked, the rest of § 5.5 need not be completed or reproduced.

Part 6 Executory Contracts and Unexpired Leases

6.1 The executory contracts and unexpired leases listed below are assumed, will be treated as specified, and any defaults cured. Check one.

- ☒ None. If "None" is checked, the rest of § 6.1 need not be completed or reproduced.

6.2 The executory contracts and unexpired leases listed below are rejected: Check one.

- ☒ None. If "None" is checked, the rest of § 6.2 need not be completed or reproduced.

Part 7 Sequence of Payments

7.1 Unless otherwise ordered, the trustee will make the monthly payments required in Parts 3 through 6 in the sequence of payments set forth in the administrative order for the division in which this case is pending.

Part 8 Vesting of Property of the Estate

8.1 Property of the estate will vest in Debtor(s) (check one):

- ☒ Upon plan confirmation.
- ☐ Upon entry of Discharge

Part 9 Nonstandard Plan Provisions

- ☒ None. If "None" is checked, the rest of Part 9 need not be completed or reproduced.

Part 10 Signatures:

Signature(s) of Debtor(s) required.

Signature(s) of Debtor(s) (required):

X /s/ Anthony Jacoway
Anthony Jacoway

Date **March 18, 2019**

Debtor **Anthony Jacoway**
Lisa Jacoway

Case number **19-80658**

Eff (01/01/2019)

X /s/ Lisa Jacoway
Lisa Jacoway

Date **March 18, 2019**

Signature of Attorney for Debtor(s):

X /s/ John C. Larsen
John C. Larsen
1733 Winchester Road
Huntsville, AL 35811
256-859-3008

Date **March 18, 2019**

Name/Address/Telephone/Attorney for Debtor(s):

By filing this document, Debtor(s), if not represented by an attorney, or the Attorney for Debtor(s) certifies that the wording and order of the provisions in this Chapter 13 plan are identical to those contained in this district's Local Form, other than any nonstandard provisions included in Part 9.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
NORTHERN DIVISION

In Re: Anthony Jacoway)	
SSN: XXX-XX-2677)	
)	
Lisa Jacoway)	Chapter 13
SSN: XXX-XX-2032)	Case No: 19-80658
)	
)	
Debtor(s),)	

CERTIFICATE OF SERVICE

The undersigned certifies that a copy of the Chapter 13 Plan has been served upon all creditors listed on the matrix electronically or by depositing copies for the creditors listed below in the United States Mail, properly addressed and postage prepaid, on this the 18th day of March, 2019.

A copy was served electronically on Michele Hatcher, Chapter 13 Trustee, on this the 18th day of March, 2019.

/s/ John C. Larsen

Label Matrix for local noticing
1126-8
Case 19-80658-CRJ13
NORTHERN DISTRICT OF ALABAMA
Decatur
Mon Mar 18 15:23:43 CDT 2019

Alabama Department of Revenue
50 North Ripley St
Montgomery, AL 36132-0001

CBC Collections
Po Box 5067
Kingsport, TN 37663-0067

Chase Card Services
Attn: Bankruptcy
Po Box 15298
Wilmington, DE 19850-5298

Diversified Consultants, Inc.
Attn: Bankruptcy
Po Box 551268
Jacksonville, FL 32255-1268

Jason Brady Patrick
1008 Rucker Blvd. Suite A
Enterprise, AL 36330-3621

Midland Funding
2365 Northside Dr Ste 300
San Diego, CA 92108-2709

Portfolio Recovery
Po Box 41021
Norfolk, VA 23541-1021

Spectrum
4145 S. Falkenburg Rd.
Riverview, FL 33578-8652

Synchrony Bank/ Old Navy
Attn: Bankruptcy
Po Box 965060
Orlando, FL 32896-5060

PRA Receivables Management, LLC
PO Box 41021
Norfolk, VA 23541-1021

Alabama Department of Revenue
Legal Division
P.O. Box 320001
Montgomery, Alabama 36132-0001

CHI Memorial
P.O. Box 1259
Dept. 141529
Oaks, PA 19456-1259

Covington Credit/smc
150 Executive Center Drive
Greenville, SC 29615-4505

Holloway Credit Solutions
Po Box 6441
Dothan, AL 36302-6441

Memorial Hospital/Link Revenue Resources
P.O. Box 1116
Charlotte, NC 28201-1116

Nephrology Assoc.
P.O. Box 6186
Chattanooga, TN 37401-6186

SFC Central Bankruptcy
P.O. Box 1893
Spartanburg, SC 29304-1893

Sun Loan Company
201 Veterans Dr Ste 105
Scottsboro, AL 35768-2168

Verizon Wireless
Attn: Verizon Wireless Bankruptcy Admini
500 Technology Dr, Ste 550
Weldon Spring, MO 63304-2225

U. S. Bankruptcy Court
400 Well Street
P. O. Box 2775
Decatur, AL 35602-2775

Awa Collections
Attn: Bankruptcy
100 Church Street
Diskson, TN 37055-1826

Capital One
Attn: Bankruptcy
Po Box 30285
Salt Lake City, UT 84130-0285

Crestwood Medical Center
P.O Box 188
Brentwood, TN 37024-0188

Internal Revenue Service
P.O Box 7346
Philadelphia, PA 19101-7346

Merchants Adjustment Service
56 N Florida St
Mobile, AL 36607-3108

Optima Recovery Services, LLC
Attn: Bankruptcy
Po Box 52968
Knoxville, TN 37950-2968

Security Finance
Attn: Bankruptcy
Po Box 1893
Spartanburg, SC 29304-1893

Synchrony Bank/ JC Penneys
Attn: Bankruptcy
Po Box 956060
Orlando, FL 32896-0001

Wakefield & Associates
Attn: bankruptcy
7005 Middlebrook Pike
Knoxville, TN 37909-1156

Anthony Jacoway
405 East 3rd St.
Stevenson, AL 35772-3257

John C. Larsen
Larsen Law, P.C.
1733 Winchester Rd
Huntsville, AL 35811-9190

Lisa Jacoway
405 East 3rd St.
Stevenson, AL 35772-3257

Michele T. Hatcher
Chapter 13 Trustee
P.O. Box 2388
Decatur, AL 35602-2388

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(d)PRA Receivables Management, LLC
PO Box 41021
Norfolk, VA 23541-1021

End of Label Matrix	
Mailable recipients	33
Bypassed recipients	1
Total	34